

**BY-LAWS
OF
HARWOOD "B" CONDOMINIUM
ASSOCIATION, INC.**

A Corporation Not for Profit Under
the Laws of the State of Florida

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For Reference Purposes Only**

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ARTICLE 1. GENERAL PROVISIONS.

1.1 IDENTITY—PURPOSE. These are the BY-LAWS of that certain CONDOMINIUM ASSOCIATION, a Florida corporation not for profit (ASSOCIATION), who name appears in the title of this Document. This ASSOCIATION has been organized for the purpose of administering the affairs of the CONDOMINIUM established pursuant to the DECLARATION thereof to which these BY-LAWS are attached as EXHIBIT 4.

1.2 BY-LAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these BY-LAWS are applicable to said CONDOMINIUM and are expressly subject to: the terms, provisions and conditions contained in the ARTICLES OF INCORPORATION of said ASSOCIATION, (referred to herein as the CHARTER), the DECLARATION OF CONDOMINIUM, (referred to herein as the DECLARATION), the LONG-TERM LEASE and MANAGEMENT AGREEMENTS which will be recorded in the Public Records of Broward County, Florida, at the time said property is submitted to CONDOMINIUM ownership.

1.3 APPLICABILITY. All UNIT owners, tenants and occupants, their agents, servants, invitees, licensees and employees that use the CONDOMINIUM PROPERTY, or any part thereof, are subject to these BY-LAWS and the documents referred to in Paragraph 1.2 hereof.

1.4 OFFICE. The office of the ASSOCIATION shall be at the CONDOMINIUM PROPERTY or such other place designated by the Board of Directors of the ASSOCIATION.

1.5 SEAL. The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the DECLARATION and EXHIBITS attached thereto are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the DECLARATION, CHARTER, and in these BY-LAWS.

2.2 QUORUM. Persons having fifty (50%) per cent plus one of the total votes of the ASSOCIATION shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a UNIT owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the owners of such UNIT, or the proper corporate officer, filed with the Secretary of the ASSOCIATION, and shall

be valid until revoked by subsequent certificate. If such certificate is not filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a UNIT is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting" member.

2.5 VOTING. In any meeting, each UNIT OWNER, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each UNIT shall be entitled to one vote and the vote of each UNIT shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the CHARTER, these BY-LAWS, THE DECLARATION, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members.

ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO.

3.1 ANNUAL MEETING. Subject to the provisions of Paragraph 3.9 hereof, the annual members' meeting shall be held at the office of the ASSOCIATION, Deerfield Beach, Florida, at the time designated on the notice thereof, for the purpose of electing Directors and of transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Subject to the provisions of Paragraph 3.9 hereof, special meetings shall be held when called by the President or Vice-President or by a majority of the Board of Directors. Special meetings must be called by such officers upon receipt of a written request from members of the ASSOCIATION having a majority of the votes in the ASSOCIATION.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the ASSOCIATION, to each member, unless such notice is waived in writing. Such notice will be written and will state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the ASSOCIATION. Proof of such mailing shall be given by the Affidavit of the person giving the notice.

3.4 NOTICE TO OTHERS. The LESSOR, SPONSOR and MANAGEMENT FIRMS shall be entitled to notice of all ASSOCIATION meetings, entitled to attend the ASSOCIATION meetings, and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.6 CONSENT. Whenever the vote of members at a meeting is required or permitted by these BY-LAWS, such meeting and vote may be dispensed with if 75% of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.7 CHAIRMAN. At meetings of membership the Chairman of the Board or in his absence, the President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

3.8 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be: a. Calling of the roll and certifying of proxies; b. Proof of notice of meeting or waiver of notice; c. Reading of minutes; d. Reports of Officers; e. Reports of Committees; f. Appointment by Chairman of Inspectors of Election; g. Election of Directors; SUBJECT, HOWEVER, to all provisions of these BY-LAWS, the CHARTER and THE DECLARATION; h. Unfinished business; i. New business; j. Adjournment.

3.9 PROVISIO. PROVIDED, HOWEVER, that until the SPONSOR of the CONDOMINIUM has completed all of the contemplated improvements and closed the sales of all CONDOMINIUM UNITS located in CENTURY VILLAGE, Deerfield Beach, Florida, or until December 31, 1982, or until the SPONSOR elects to terminate its control of the CONDOMINIUM, whichever shall first occur, there shall be no meetings of members unless called by the Board of Directors, and if any meetings are held, the proceedings of all meetings of members of the ASSOCIATION shall have no effect unless approved by the Board of Directors and the SPONSOR.

ARTICLE 4. BOARD OF DIRECTORS.

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the ASSOCIATION shall be managed by a BOARD OF DIRECTORS (hereinafter referred to as BOARD) consisting of three persons.

4.2 FIRST BOARD. The first BOARD shall consist of three persons, none of whom need be members of the ASSOCIATION. The first BOARD shall consist of persons designated by the SPONSOR and they shall serve until SPONSOR is the owner of any UNIT in CENTURY VILLAGE, Deerfield Beach, Florida, or until December 31, 1982, or until the SPONSOR elects to terminate its control of the CONDOMINIUM, whichever occurs first, and their successors are elected. Until such time as the members of the ASSOCIATION shall be entitled to elect Directors, the SPONSOR shall have the absolute right, at will, in its sole discretion, to remove any member or members of the BOARD and replace any such person or persons. The first Board: Anita M. Patrick; Charles M. Jacobson; Norma V. Clark.

4.3 ELECTION OF DIRECTORS. Election of Directors, other than the first BOARD, shall be held at the Annual Members' Meeting. A nominating committee of five (5) members shall be appointed by the then existing BOARD not less than thirty (30) days prior to the Annual Members' Meeting. Nominations may be made from the floor. Election shall be by secret ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast. There shall be no cumulative voting. Vacancies occurring between annual meetings shall be filled by the remaining directors, except vacancies created by removal by members.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected BOARD shall be held within ten (10) days of their election, at such time and place as fixed by the Directors, and no further notice shall be necessary, PROVIDED, a quorum shall be present.

4.5 REGULAR MEETINGS. Regular meetings of the BOARD may be held at such time and place as determined by a majority of the Directors. Notice shall be given to each Director personally or by mail, telephone or telegram at least three (3) days prior, unless waived.

4.6 SPECIAL MEETINGS. Special meetings of the BOARD may be called by the Chairman of the Board or President. Not less than three (3) days' notice shall be given to each Director, stating the time, place and purpose.

4.7 WAIVER. Any Director may waive notice before or after the meeting and such waiver shall be deemed equivalent to notice. Attendance shall constitute a waiver of notice.

4.8 NOTICE. The LESSOR, SPONSOR, and MANAGEMENT FIRMS shall be entitled to notice of and attendance at all Board meetings and may designate persons to attend on their behalf.

4.9 QUORUM. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire BOARD. The acts approved by a majority of votes present at a meeting at which a quorum is present shall constitute the act of the BOARD, except as otherwise provided in the CHARTER, these BY-LAWS or THE DECLARATION. Meetings lacking a quorum may be adjourned until the required attendance is present. The joinder of a Director in the action of a meeting by signing and concurring in the minutes within ten (10) days shall constitute presence for all purposes, including determining a quorum.

4.10 PRESIDING OFFICER. The presiding officer shall be the Chairman of the Board, if elected; otherwise the President. In their absence, the Directors present shall designate one of their number to preside.

4.11 RESIGNATION. A Director may resign by written notice to the Chairman. A Director shall be deemed to have resigned upon termination of membership in the ASSOCIATION (excepting First Board) or upon default for thirty (30) days of any provisions or covenants of THE DECLARATION and EXHIBITS.

4.12 POWERS AND DUTIES. All powers and duties of the ASSOCIATION may be exercised by the BOARD. These include levying and collecting assessments; maintenance, repair, replacement, operation, improvement and management of the CONDOMINIUM; reconstruction after casualty; making and amending rules, regulations and BY-LAWS; approving or disapproving owners, purchasers or lessees; acquiring and managing property; entering into and ratifying a LONG-TERM LEASE; contracting for management; enforcing THE DECLARATION, EXHIBITS and RULES AND REGULATIONS; paying taxes, assessments and utilities; carrying insurance; employing personnel and professionals; and entering any UNIT during reasonable hours as necessary under F.S. 711.12(5). The ASSOCIATION shall retain a pass key to all UNITS.

4.13 MANAGEMENT AGREEMENT. The foregoing powers may, in addition to others, be delegated to the MANAGEMENT FIRM in accordance with the MANAGEMENT AGREEMENT attached to THE DECLARATION.

4.14 AUTHORITY OF FIRST BOARD. Undertakings and contracts authorized by the first BOARD shall be binding upon the ASSOCIATION as though authorized by a duly elected BOARD, PROVIDED they are within the scope of powers and duties under THE DECLARATION, CHARTER and these BY-LAWS.

4.15 REMOVAL OF DIRECTORS. After members are permitted to elect Directors, they may remove an elected Director, with or without cause, by affirmative vote of owners representing not less than two-thirds (2/3rds) of total votes present at a duly convened meeting. A successor may immediately be elected; if not, the BOARD may fill the vacancy.

4.16 WAIVER OF MEETING. To the extent permitted by Florida law, Directors may take action without a meeting, PROVIDED a record of such action is signed by each Director and retained in the ASSOCIATION'S Minute Book.

4.17 PROVISIO. Directors shall not take action limiting, modifying or abridging the rights, privileges and immunities of the SPONSOR, LESSOR or MANAGEMENT FIRMS as set forth in THE DECLARATION, CHARTER, these BY-LAWS, LONG-TERM LEASE and MANAGEMENT AGREEMENTS.

4.18 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.19 ESTABLISHMENT OF FEES IN CONNECTION WITH TRANSFERS SUBJECT TO APPROVAL OF THE BOARD. The BOARD may establish fees to reimburse the ASSOCIATION or its designee for expenses connected with actions permitted under Paragraph 12 of THE DECLARATION, including investigation, administrative and counsel fees. Payment may be a condition precedent to approval;

failure to pay revokes approval and the same shall be void ab initio. Revocation shall be recorded in the Public Records of Broward County, Florida.

ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the ASSOCIATION shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected annually by the BOARD and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be required to manage the affairs of the ASSOCIATION.

5.2 PRESIDENT. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties usually vested in the office of President, including the power to appoint committees from among the members, and shall be a member of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as prescribed by the Directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and members, attend to giving and serving notices, have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the ASSOCIATION, and perform all other duties incident to the office. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all funds, securities and evidences of indebtedness of the ASSOCIATION. He shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practice and shall perform all other duties incident to the office. The duties of Treasurer, including retention of books, may be fulfilled by the MANAGEMENT FIRM as provided in a MANAGEMENT AGREEMENT.

5.6 FIRST OFFICERS. President - Anita M. Patrick; Vice President - Charles M. Jacobson; Treasurer - Norma V. Clark; Secretary - Norma V. Clark.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS.

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, from time to time, fix and determine the sums necessary to pay all COMMON EXPENSES of the CONDOMINIUM, including maintenance of proper reserves, pursuant to THE DECLARATION, LONG-TERM LEASE, MANAGEMENT AGREEMENT, CHARTER and these BY-LAWS. Payments required by the aforementioned instruments are COMMON EXPENSES and shall be assessed against UNIT OWNERS as provided in THE DECLARATION and EXHIBITS.

6.2 DEPOSITORY; WITHDRAWALS. The depository of the ASSOCIATION shall be such bank or banks as designated by the Directors. Withdrawal of monies shall be only by checks signed by persons authorized by the Directors. If the ASSOCIATION employs a MANAGEMENT FIRM or Managing Agent, applicable provisions of Paragraphs 6.3 and 6.4 shall apply.

6.3 RECORDS. The ASSOCIATION shall maintain the records and make available examinations thereof as required by F.S. 711.12, subject to THE DECLARATION and MANAGEMENT AGREEMENT.

6.4 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained by the BOARD for the Treasurer, Assistant Treasurer, if any, and all officers and employees handling or responsible for ASSOCIATION

funds, in an amount determined by the Directors. Premiums shall be paid by the ASSOCIATION. This provision shall not apply until election of the BOARD by the members.

6.5 FISCAL YEAR. The fiscal year of the ASSOCIATION shall begin on the first day of January of each year; PROVIDED, HOWEVER, the BOARD may adopt a different fiscal year in accordance with Internal Revenue Code provisions and regulations.

6.6 PAYMENTS OF ASSESSMENTS. Funds for COMMON EXPENSES shall be assessed against UNIT OWNERS in the proportions provided in THE DECLARATION. Assessments shall be payable monthly, in advance, without notice, on the first day of each month unless otherwise ordered by the BOARD. Failure to pay any assessment within ten (10) days from the date due shall entitle the ASSOCIATION to levy a \$25.00 late charge against the defaulting UNIT OWNER.

6.7 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a UNIT OWNER defaults in payment of an installment, the BOARD may accelerate remaining monthly installments for, in its discretion, up to twelve (12) months. Upon notice to the UNIT OWNER, the accelerated assessment shall immediately become due upon the date stated in the notice, not less than fifteen (15) days after delivery or mailing.

6.8 ACQUISITION OF UNITS. At any foreclosure sale of a UNIT, the BOARD may acquire, in the name of the ASSOCIATION or its designee, the UNIT being foreclosed. This power is permissive and not an obligation.

6.9 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of default by a UNIT OWNER, the ASSOCIATION shall have all rights and remedies provided by law, including those under the CONDOMINIUM ACT, and the liability of the owner shall include reasonable attorneys fees and court costs. If the ASSOCIATION elects to enforce its lien by foreclosure, the UNIT OWNER shall be required to pay reasonable rental for the UNIT, fixed by the BOARD, and the ASSOCIATION shall be entitled to appointment of a receiver to collect same.

6.10 APPROVALS MAY BE SUBJECT TO CONDITIONS. At any time the BOARD may grant approval to the transfer of a UNIT, or such other approval as permitted in Paragraph 12 of THE DECLARATION, subject to conditions requiring all assessments then due to be paid within a certain period.

ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than non-payment of an assessment) by a UNIT OWNER of any provisions of THE DECLARATION, these BY-LAWS, MANAGEMENT AGREEMENT, MASTER MANAGEMENT AGREEMENT, LONG-TERM LEASE, or RULES AND REGULATIONS, the BOARD shall notify the UNIT OWNER in writing. If the violation continues for thirty (30) days, the ASSOCIATION, through its BOARD, may treat the violation as an intentional, inexcusable and material breach and pursue remedies available, including legal action and recovery of reasonable attorneys fees and costs. Violations deemed a hazard to public health or safety may be corrected immediately as an emergency matter and charged to the UNIT OWNER as a specific item and lien.

7.2 LIABILITY OF UNIT OWNERS. All UNIT OWNERS shall be liable for expenses of maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of the owner, members of his family, guests, employees, agents or lessees, to the extent not met by insurance carried by the ASSOCIATION.

7.3 LIABILITY OF UNIT OWNERS TO LESSOR. Paragraph 6.9 above shall include any rental or assessment due by virtue of the LONG-TERM LEASE. The LESSOR shall also have the right to bring such actions and obtain such relief in its own name, including damages, attorneys fees and costs.

7.4 NO WAIVER. Failure of the ASSOCIATION or a UNIT OWNER to enforce any right, provision, covenant or condition shall not constitute a waiver of the right to enforce the same.

7.5 CORRESPONDING DEFAULT. A breach of these BY-LAWS shall be deemed, in the context required, a breach of the MANAGEMENT AGREEMENT. The MANAGEMENT FIRM shall have all powers of enforcement of the ASSOCIATION.

7.6 SURVIVING LIABILITY. Termination of membership in the ASSOCIATION shall not relieve a party from liability incurred while a member and shall not impair rights of the ASSOCIATION against the terminating member.

ARTICLE 8. LIMITATION OF LIABILITY.

8.1 LIMITATION. Notwithstanding the duty of the ASSOCIATION or MANAGEMENT FIRM to maintain and repair the CONDOMINIUM PROPERTY, they shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE 9. PARLIAMENTARY RULES.

ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of ASSOCIATION proceedings when not in conflict with THE DECLARATION, the CHARTER, these BY-LAWS, the LONG-TERM LEASE, MANAGEMENT AGREEMENTS, or with the Statutes of the State of Florida.

ARTICLE 10. AMENDMENTS TO BY-LAWS, EXCEPT AS TO USE AND DECORUM.

Amendments to these BY-LAWS, except amendments relating to the use and decorum of the CONDOMINIUM PROPERTY, as hereinafter defined and provided for, shall be proposed and adopted as follows:

10.1 PROPOSAL. Amendments may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the votes in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Subject to Paragraph 3.9, proposed amendments shall be transmitted to the President or other officer in the President's absence, who shall call a Special Joint Meeting of the BOARD and membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt. The Secretary shall give written or printed notice to each member in the same form and manner as notice of a Special Meeting.

10.3 VOTE NECESSARY; RECORDING. To become effective, an amendment must be approved by an affirmative vote of sixty-six percent (66%) of the entire membership of the BOARD and by an affirmative vote of the members having 75% of the votes in the ASSOCIATION. Such amendment shall be transcribed, certified by the President or Vice President and Secretary or Assistant Secretary, and recorded in the Public Records of Broward County, Florida, within ten (10) days from the date approved.

10.4 PROVISIO. Notwithstanding the foregoing, no amendment may be adopted or become effective without prior written consent of the SPONSOR, LESSOR, MANAGEMENT FIRM and MASTER MANAGEMENT FIRM.

ARTICLE 11. AMENDMENTS TO BY-LAWS PERTAINING TO USE AND DECORUM.

11.1 DEFINITION. "Use" and "Decorum" shall refer to matters pertaining to dress, decorum, noise, use of UNITS, use of COMMON ELEMENTS and LIMITED COMMON ELEMENTS.

11.2 SCOPE; REMEDY FOR VIOLATION. Such BY-LAWS shall include prescribing RULES AND REGULATIONS pertaining to matters reasonably calculated to promote the welfare of UNIT

OWNERS. Violation may bar a UNIT OWNER or his family and invitees from use of COMMON ELEMENTS, as the BOARD deems appropriate, subject to limitations imposed by THE DECLARATION and these BY-LAWS.

11.3 AMENDMENTS. Amendments pertaining to use and decorum may be made in accordance with ARTICLE 10, or may be proposed by the BOARD at any regular or special meeting and become effective when approved by affirmative vote of the entire membership of the BOARD. Such amendment shall be transcribed, certified, and recorded in the Public Records of Broward County, Florida, within ten (10) days after approval. A copy shall be furnished to members within ten (10) days after recording; failure to furnish copies shall not affect validity.

11.4 ADDITIONAL RULES AND REGULATIONS. The ASSOCIATION or MANAGEMENT FIRM may promulgate additional RULES AND REGULATIONS concerning use of the CONDOMINIUM PROPERTY. Such additional RULES AND REGULATIONS shall have effect upon posting in a conspicuous place on the CONDOMINIUM PROPERTY.

ARTICLE 12. BY-LAWS RELATING TO USE AND DECORUM. RULES AND REGULATIONS.

12.1 INITIAL BY-LAWS RELATING TO USE AND DECORUM. The BY-LAWS relating to use and decorum hereinafter enumerated shall be deemed in effect until amended, and shall apply to, and be binding upon, all UNIT OWNERS. UNIT OWNERS shall at all times obey the same and use their best efforts to see that the RULES AND REGULATIONS are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said BY-LAWS are as follows:

a. Sidewalks, entrances, passages, elevators (if applicable), vestibules, stairways, corridors, halls and all other COMMON ELEMENTS must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or other objects of a similar type and nature shall be stored therein. Children shall not play or loiter in halls, stairways, elevators or other COMMON ELEMENTS.

b. Personal property of UNIT OWNERS shall be stored within their CONDOMINIUM UNITS or specific LIMITED COMMON ELEMENTS assigned to them for storage purposes; provided that no UNIT OWNER may erect or make use of a porch within the boundaries of his UNIT which is unsightly or interferes with the comfort and convenience of other UNIT OWNERS.

c. No garbage cans, supplies, milk bottles or other articles shall be placed in halls, on balconies, or staircase landings, nor shall linens, cloths, clothing, curtains, rugs, mops or laundry of any kind be shaken or hung from windows, doors or balconies, or exposed on any part of the COMMON ELEMENTS or premises within any UNIT. Fire exits shall not be obstructed and COMMON ELEMENTS shall be kept free and clear of rubbish, debris and other unsightly material.

d. No UNIT OWNER shall allow anything whatsoever to fall from windows, balconies or doors, nor sweep or throw dirt or other substances into corridors, halls or stairways, elevators, ventilators, or elsewhere in the building or upon the grounds.

e. Refuse and garbage shall be deposited only in areas provided therefor.

f. Employees of the ASSOCIATION shall not be sent out of the building by any UNIT OWNER, except in the UNIT OWNER'S capacity as an officer or director, at any time for any purpose. No UNIT OWNER or resident shall direct, supervise, or attempt to assert control over employees of the ASSOCIATION.

g. Smoking and the use of intoxicants by UNIT OWNERS may not gather or lounge in the public areas of the building or grounds.

h. Parking facilities shall be used in accordance with regulations adopted by the ASSOCIATION. No vehicle which cannot operate on its own power shall remain on the CONDOMINIUM premises for more than twelve hours, and no repairs, except emergency repairs, shall be made on the CONDOMINIUM PROPERTY. No commercial vehicle owned or driven by a CONDOMINIUM OWNER shall be parked on the CONDOMINIUM PROPERTY. No boat trailer, camper or like vehicle shall be left or stored on the CONDOMINIUM PROPERTY and no UNIT OWNER'S boat may be used, stored or left on lakes, canals and drainage systems within CENTURY VILLAGE, Deerfield Beach, Florida. Bicycles shall be parked in areas, if any, provided for that purpose.

i. No UNIT OWNER shall make or permit disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything that will interfere with the rights, comforts or convenience of other UNIT OWNERS. No UNIT OWNER shall play or suffer to be played any musical instrument, phonograph, television, radio or sound amplifier in such manner as to disturb or annoy other occupants of the CONDOMINIUM.

j. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the CONDOMINIUM UNIT that is visible from outside the UNIT or CONDOMINIUM PROPERTY.

k. No awning, enclosure, canopy, shutter, or like item, except removable hurricane shutters, shall be attached to or placed upon the porch within any unit, outside walls or roof of the building or exposed on or at any window, except as provided in THE DECLARATION.

l. The ASSOCIATION shall retain a pass key to all UNITS. No UNIT OWNER or occupant shall alter any lock or install a new lock without written consent of the BOARD. Where consent is given the UNIT OWNER shall provide the ASSOCIATION with an additional key for use pursuant to its right of access.

m. No cooking shall be permitted on any porch or terrace or COMMON ELEMENT nor shall any foods or beverages be consumed outside of a UNIT except in areas designated by the BOARD.

n. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any UNIT except those required for normal household use.

o. Each UNIT OWNER who plans to be absent during hurricane season must prepare his UNIT prior to departure by removing all furniture, plants and other objects from terrace or porch and designating a responsible firm or individual to care for the UNIT should hurricane damage occur, furnishing the ASSOCIATION with that person's name.

p. No UNIT OWNER shall keep or harbor any walking pet or animal on the CONDOMINIUM PROPERTY or within the confines of his unit. No other pets may be kept without written consent of the ASSOCIATION, which may be given upon conditions and may be revoked. No animal or pet shall be maintained or harbored within a UNIT that would create a nuisance to any other UNIT OWNER.

q. No UNIT may be occupied by any person under eighteen (18) years of age, except that any relative of a UNIT OWNER under 18 may be permitted to visit for reasonable periods not to exceed two (2) consecutive weeks or thirty (30) days in any calendar year. Visitors under 18 may use the DEMISED PREMISES pursuant and subject to RULES AND REGULATIONS established by the LESSOR.

r. No UNIT may be used for any commercial or business purpose. No UNIT OWNER may actively engage in any solicitation for commercial purposes within CENTURY VILLAGE, Deerfield Beach, Florida, nor shall any solicitor of a commercial nature be allowed on the CONDOMINIUM PROPERTY without prior written consent of the BOARD.

s. No radio or television installation or modification of the wiring shall be accomplished by a UNIT OWNER without written permission of the BOARD. No antenna may be placed on the exterior of the CONDOMINIUM PROPERTY.

t. Each UNIT OWNER shall park his automobile in his assigned space. All parking spaces not assigned shall be used by guests of UNIT OWNERS only, except such spaces as may be designated for temporary parking of delivery vehicles.

u. Complaints concerning use of the CONDOMINIUM PROPERTY and/or services shall be made in writing, signed by the complaining party, and delivered to the MANAGEMENT FIRM, and thereafter the BOARD, if necessary, will forward the same to the appropriate party.

v. Until further notice, all payments of assessments, monthly or otherwise, shall be made at the office of the MANAGEMENT FIRM as designated in the MANAGEMENT AGREEMENT. Checks should be made payable to CEN-DEER MANAGEMENT, INC. Payment shall be received on the first day of each month; payments more than ten (10) days late shall be subject to late charges as provided in THE DECLARATION and BY-LAWS.

12.2 The provisions of subparagraphs (b), (f), (h), (j), (l), (o), (r), (s), (t), and (u) hereof shall not be applicable to the SPONSOR, LESSOR, MANAGEMENT FIRMS or to any UNIT owned by the same.

ARTICLE 13. INDEMNIFICATION.

13.1 The ASSOCIATION shall indemnify every Director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director or officer of the ASSOCIATION, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged liable for gross negligence or willful misconduct.

13.2 The ASSOCIATION shall, at the ASSOCIATION'S expense, purchase Directors' liability insurance and shall cause the Directors from time to time serving to be named insureds.

ARTICLE 14. UNIT OWNERS RESPONSIBILITY CONCERNING LIENS AND TAXES.

14.1 LIENS AND TAXES. All liens against a CONDOMINIUM UNIT, other than for permitted mortgages, taxes or special assessments, shall be satisfied or removed within ten (10) days after the date the lien attaches. All taxes and special assessments upon a CONDOMINIUM UNIT shall be paid at least thirty (30) days before becoming delinquent or as provided in THE DECLARATION or these BY-LAWS, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A UNIT OWNER shall give notice to the ASSOCIATION and MANAGEMENT FIRM of every lien upon his UNIT, other than permitted mortgages, taxes and special assessments, within five (5) days after attaching of the lien.

ARTICLE 15. COVENANT OF CO-OPERATION.

15.1 MANAGEMENT FIRMS. The ASSOCIATION covenants to do all things necessary to effectuate the purposes of the MANAGEMENT AGREEMENT and MASTER MANAGEMENT AGREEMENT, including permitting employees of said MANAGEMENT FIRMS to enter the CONDOMINIUM PROPERTY, granting necessary easements for installation and maintenance of items and equipment, giving assistance necessary in collection of fees and assessments, and obtaining or ratifying said AGREEMENTS by subsequent Directors, etc.

15.2 LESSOR. The ASSOCIATION covenants to do all things necessary, as requested by the LESSOR, to effectuate the purposes of the LONG-TERM LEASE, including collection of rent, enforcement of RULES AND REGULATIONS for the DEMISED PREMISES, granting easements to provide services to

the DEMISED PREMISES and obtaining assumption of obligations thereunder by subsequent UNIT OWNERS, etc.

16. CONFLICT. In the event of any conflict between the BY-LAWS contained herein, or from time to time amended or adopted, and the DECLARATION OF CONDOMINIUM, the MANAGEMENT AGREEMENTS, or the LONG-TERM LEASE; the DECLARATION, MANAGEMENT AGREEMENTS, and the LONG-TERM LEASE shall prevail.

[Adoption and signature page follows in the original.]

RE-TYPED WORKING COPY — FOR REFERENCE PURPOSES ONLY

The foregoing were adopted as the BY-LAWS of _____
HARWOOD "B" CONDOMINIUM ASSOCIATION, INC., a Corporation not for
profit established under the Laws of the State of Florida at the first meeting of the Board of Directors
on the 24th day of July, 1974.

ATTEST:

Norma V. Clark (SEAL)
Secretary

HARWOOD "B" CONDOMINIUM
ASSOCIATION, INC.
By Paula M. Patrick (SEAL)
President

APPROVED:

CENTURY VILLAGE EAST, INC.

By Charles M. Patrick (SEAL)
Vice President

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CERTIFICATE OF APPROVAL

OF

_____ CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that _____

has this day approved by _____ CONDOMINIUM ASSOCIATION INC., as the _____ purchaser or _____ transferee (check the appropriate space) of the following described real property in Broward County, Florida:

Condominium Parcel No. _____, a Condominium according to the Declaration thereof recorded in Official Record Book _____ at Page _____ thru _____, inclusive, of the Public Records of Broward County, Florida.

Such approval has been given pursuant to the provisions of the aforesaid Declaration of Condominium, and is conditioned upon the Deed of conveyance containing in unqualified language, the following:

1. **"SUBJECT TO:** The Long-Term Lease recorded in Official Record Book _____, at Page _____, Public Records of Broward County, Florida, and the memorandum thereof executed by the Grantor (Transferor) recorded in Official Records Book _____ at Pg. _____, Public Records of Broward County, Florida (with Long-Term Lease the Grantee (Transferee) herein assumes."
2. **"SUBJECT TO:** The Management Agreement recorded in Official Record Book _____, at Page _____, Public Records of Broward County, Florida, to which the Grantee (Transferee) herein agrees to be bound."
3. **"SUBJECT TO:** The Master Management Agreement recorded in Official Record Book _____, at Page _____, Public Records of Broward County, Florida, to which the Grantee (Transferee) herein agrees to be bound."

Should such language not be contained in such Deed, then this approval shall be automatically and retroactively null and void. A photocopy of the recorded Deed shall be furnished the Condominium Association within twenty (20) days from the date of Closing.

In the event a previously unapproved party is assuming possession of the premises, then this certificate shall be recorded without an instrument of conveyance and shall be deemed, pursuant to said party's application for approval, binding as if it had been recorded with an instrument of conveyance.

In the event that any of the aforementioned Items #1, 2 and 3 are not in effect as of the date hereof and such fact is evidenced by a Certificate to that effect recorded in the Public Records of Broward County then the requirements of this approval shall be modified accordingly.

Dated this _____ day of _____, 19_____.

Signed, Sealed and Delivered
in the presence of:

_____ CONDOMINIUM
ASSOCIATION, INC.

By _____
President

ATTEST: _____
Secretary

EXHIBIT A

STATE OF FLORIDA)

COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____
and _____ to me well known to be the persons described in and who executed
the foregoing instrument as _____ President and _____ Secretary, respectively, of
_____ Condominium Association, and they severally acknowledged before me
that they executed such instrument as such officers of said Association, and that said instrument is
the free act and deed of said Association and was executed for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of
_____, 19____.

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA.)

COUNTY OF) ss.

BEFORE ME, the undersigned authority, personally appeared _____

to me known to be the persons described in and who executed the foregoing instrument as
President and Secretary respectively of _____ CONDOMINIUM ASSOCIATION,
Inc., a non-profit Florida Corporation and they severally acknowledged before me that they
executed such instrument as such Officers of said Corporation, and that said instrument is the free
act and deed of said Corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this ____ day of
_____, 197____.

My Commission Expires:

_____ (SEAL)
NOTARY PUBLIC
State of Florida at Large